

Market: Los_Angeles
Cell Site Number: OV09
Cell Site Name: Camarillo Overlay OV09
Fixed Asset #: 10086923

SECOND AMENDMENT TO LICENSE AGREEMENT FOR TELECOMMUNICATIONS FACILITIES

THIS SECOND AMENDMENT TO LICENSE AGREEMENT FOR TELECOMMUNICATIONS FACILITIES ("**Amendment**"), dated as of the latter of the signature dates below, is by and between City of Camarillo, a general law city and municipal corporation, having a mailing address of 601 Carmen Drive, Camarillo, CA 93010 ("**City**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless Services of California, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd floor, Atlanta, GA 30319 ("**Licensee**").

WHEREAS, City and Licensee entered into a License Agreement for Telecommunications Facilities dated January 1, 2004, as amended by that certain First Amendment to License Agreement for Telecommunications Facilities dated October 13, 2010, (collectively referred to as the "**Agreement**") whereby City licensed to Licensee certain Site, therein described, that are a portion of the Property of APN 162-113-030 with an address of 2011 Grandview Drive, Camarillo, CA 93010; and

WHEREAS, City and Licensee desire to amend the Agreement to modify the Property address to include 2011 Grandview Drive, Camarillo, CA 93010; and

WHEREAS, At City's request, Licensee shall modify or relocate the Facilities, which City is willing to approve; and

WHEREAS, City and Licensee desire to amend the Agreement to modify the term; and

WHEREAS, City and Licensee desire to amend the Agreement to modify the License fee; and

WHEREAS, City desires to amend the Agreement to modify the Insurance section to comply with current requirements; and

WHEREAS, City and Licensee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, City and Licensee desire to amend the Agreement to permit Licensee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, City and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee agree as follows:

1. **New Exhibit B-1.** The City shall have the right, in its sole discretion, to change, modify or relocate the Facilities as more completely described on attached Exhibit B-1. The modification to the Facilities shall include painting the water tank to match existing and replacement of the fence and landscape work at the Site as specified on Exhibit B-1. City agrees to maintain said landscaping following installation by Licensee. City's execution of this Amendment will signify City's approval of Exhibit B-1. Exhibit B-1 hereby replaces Exhibit B to the Agreement.

2. **Term.** The Term of the Agreement shall be extended to provide that the Agreement has a new initial term of five (5) years (“**New Initial Term**”) commencing January 1, 2024 (“**New Initial Term Commencement Date**”). The Agreement will automatically renew commencing on the expiration of the **New Initial Term** for up to five (5) consecutive additional periods of five (5) years each (each an “**Extension Term**”), upon the same terms and conditions of the Agreement, as amended herein, unless Licensee notifies City in writing of Licensee’s intention not to renew the Agreement at least thirty (30) days prior to the expiration of the **New Initial Term** or the then current **Extension Term**. City agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Licensee may continue to use and exercise its rights under the Agreement as permitted prior to the **New Initial Term Commencement Date**.

3. **License Fee.**

a. Upon the New Term Commencement Date, Licensee shall pay City Thirty One Thousand Five Hundred and Sixty -Three and 12/100 Dollars (\$31,563.12) per year (“**License Fee**”).

b. In year two (2) of the New Initial Term, the Annual License Fee will increase by three percent (3%) over the License Fee paid during the previous year and will so increase every year thereafter.

4. **Insurance.** Section 14 of the Agreement is hereby deleted in its entirety and replaced with the following:

Insurance. Licensee agrees to have and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C (“Insurance”), which is made part of this Agreement.

5. **Notices.** Section 17 of the License Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to CITY:

City of Camarillo
Attention: Water Superintendent
601 Carmen Drive
Camarillo, CA 93010

If to LICENSEE:

AT&T Wireless Services of California, LLC
Attn: Network Real Estate Administration
Re: Cell Site # CSL00091
Cell Site Name: Camarillo Overlay OV09 (CA)
Fixed Asset #: 10086923
1025 Lenox Park Blvd NE, 3rd Floor,
Atlanta, GA 30319

With copy to:

AT&T Wireless Services of California, LLC
Attn: Legal Department – Network Operations
Re: Cell Site # CSL00091
Cell Site Name: Camarillo Overlay OV09 (CA)
Fixed Asset #: 10086923
208 S. Akard Street
Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

6. **Effect of Amendment.** The Agreement shall remain in full force and effect except to the extent modified by this Amendment.

7. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to City and Licensee, City agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

8. **Intentionally left blank.**

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the License Agreement to itself shall be deemed also to refer to this Amendment.

10. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

CITY OF CAMARILLO

Greg Ramirez, City Manager

ATTEST:

Kristy Buxkemper, City Clerk

APPROVED AS TO FORM:

RACHEL RICHMAN, CITY ATTORNEY

Rachel Richman, City Attorney

LICENSEE

New Cingular Wireless PCS, LLC, A Delaware Limited Liability Company

Mark Rivera

12/5/2023

Mark Rivera, AT&T Mobility Corporation Manager

EXHIBIT B-1

DESCRIPTION OF PREMISES

Page 1 of 1

Exhibit to the Second Amendment to License Agreement for Telecommunications Facilities dated _____, 2023, by and between City of Camarillo, as City, and New Cingular Wireless PCS, LLC, as Licensee.

The Premises are described and/or depicted as follows:

Property Legal Description:

**Blk 3, Lot 6 of Camarillo Home TR I, as shown on MR-17-62
and otherwise known as Assessors Parcel Number 162-113-03-0**

Lease Area Sketch or Survey: See attached plans

COPYRIGHT: BECHTEL INFRASTRUCTURE AND POWER CORPORATION. 2023. THIS ITEM CONTAINS CONFIDENTIAL INFORMATION PROPRIETARY TO BECHTEL INFRASTRUCTURE AND POWER CORPORATION THAT IS NOT TO BE USED, DISCLOSED, OR REPRODUCED IN ANY FORM BY ANY NON-BECHTEL PARTY WITHOUT BECHTEL'S PRIOR WRITTEN PERMISSION. NOTWITHSTANDING THE ABOVE, "AT&T MOBILITY" HAS THE RIGHT TO USE THE INFORMATION CONTAINED IN THIS DOCUMENT PURSUANT TO CONTRACT 25736 BETWEEN BECHTEL INFRASTRUCTURE AND POWER CORPORATION AND "AT&T MOBILITY". ALL RIGHTS RESERVED.

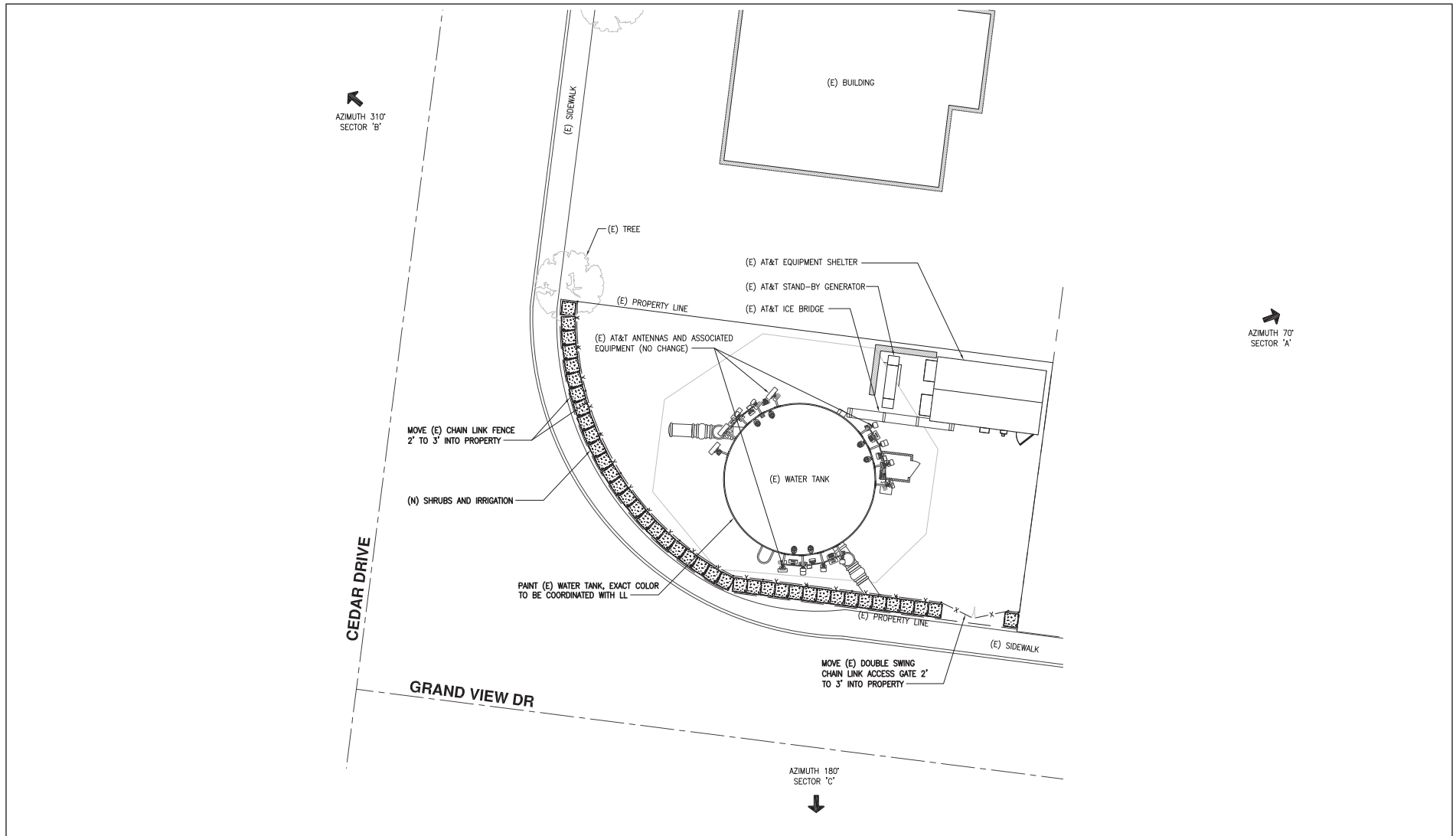


SITE NUMBER: SB0V09
SITE NAME: CAMARILLO WATER TANK
FA#: 10086923 | USID#: 12505

DRAWING INDEX (ZONING)		REV.	DIRECTIONS	PROJECT INFORMATION																												
AA-SB0V09-T01	TITLE SHEET	0	DRIVING DIRECTIONS FROM AT&T WIRELESS, TUSTIN 1. HEAD SOUTHEAST ON EDINGER AVE TOWARD RED HILL AVE 2. ROAD NAME CHANGES TO E EDINGER AVE 3. TURN LEFT 4. TAKE THE RAMP ON THE LEFT FOR CA-55 S / COSTA MESA FWY. 5. AT EXIT 6A, HEAD RIGHT ON THE RAMP FOR I-405 NORTH TOWARD LONG BEACH 6. KEEP RIGHT TO STAY ON I-405 N / SAN DIEGO FWY N 7. KEEP RIGHT TO STAY ON I-405 N / SAN DIEGO FWY 8. KEEP RIGHT TO STAY ON I-405 N / SAN DIEGO FWY N 9. TAKE THE RAMP ON THE RIGHT FOR US-101 N / VENTURA FWY W 10. KEEP LEFT TO STAY ON US-101 N / VENTURA FWY N 11. AT EXIT 53B, HEAD RIGHT ON THE RAMP TOWARD LEWIS RD 12. TURN LEFT ONTO E DAILY DR 13. TURN LEFT ONTO ARNEILL RD 14. TURN RIGHT ONTO E VENTURA BLVD, THEN IMMEDIATELY TURN LEFT ONTO ELM DR 15. TURN RIGHT ONTO GRANDVIEW DR 16. ARRIVE AT GRANDVIEW DR ON THE RIGHT	SCOPE OF WORK: AN UNMANNED TELECOMMUNICATIONS FACILITY INCLUDING THE INSTALLATION OF: 1. PAINT EXISTING WATER TANK 2. MOVE EXISTING CHAIN LINK FENCE AND GATE 3. INSTALL SHRUBS AND IRRIGATION																												
AA-SB0V09-A01	SITE PLAN	0	VICINITY MAP 	SITE ADDRESS: 2021 GRANDVIEW DR, CAMARILLO, CA 93010 PROPERTY OWNER: CITY OF CAMARILLO - DEPARTMENT OF COMMUNITY SERVICES ADDRESS: 601 CARMENT DRIVE, CAMARILLO, CA 93010 CONTACT NAME: - PHONE: (805) 288-5373 APPLICANT: AT&T WIRELESS 1452 EDINGER AVENUE, 3RD FLOOR TUSTIN, CA 92780 JURISDICTION: CITY OF CAMARILLO APN: 162-011-303 CURRENT ZONING: BRP CURRENT OCCUPANCY/USE: TYPE U (UNMANNED TELECOMMUNICATIONS FACILITY) CURRENT CONST. TYPE: V-B LEASE AREA: -																												
AA-SB0V09-A02	ELEVATION	0	CODE COMPLIANCE ** NOTE: ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THESE CODES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES. 1. 2022 CALIFORNIA ADMINISTRATIVE CODE (CAC) 2. 2022 CALIFORNIA BUILDING CODE (CBC), VOLUMES 1, AND 2 3. 2022 CALIFORNIA ELECTRICAL CODE 4. 2022 CALIFORNIA MECHANICAL CODE (CMC) 5. 2022 CALIFORNIA ENERGY CODE 6. 2022 CALIFORNIA FIRE CODE (CFC) 7. 2022 CALIFORNIA GREEN CODE 8. 2022 CALIFORNIA REFERENCES STANDARDS CODE	SITE QUALIFICATION PARTICIPANTS <table><thead><tr><th></th><th>NAME/CONTACT</th><th>COMPANY</th><th>NUMBER</th></tr></thead><tbody><tr><td>A/E</td><td>D.K. DO/BOK YU</td><td>DCI PACIFIC</td><td>(949) 475-1000</td></tr><tr><td>SAC</td><td>JESSICA GREVIN</td><td>COASTAL BUSINESS GROUP</td><td>(949) 336-1550</td></tr><tr><td>ZONING</td><td>JESSICA GREVIN</td><td>COASTAL BUSINESS GROUP</td><td>(949) 336-1550</td></tr><tr><td>RF</td><td>-</td><td>-</td><td>(562) 216-0159</td></tr><tr><td>CONST</td><td>RON VANDERWAL</td><td>BECHTEL COMMUNICATIONS</td><td>(714) 343-0931</td></tr><tr><td>LL/OWNER</td><td>-</td><td>CITY OF CAMARILLO</td><td>(805) 288-5373</td></tr></tbody></table>		NAME/CONTACT	COMPANY	NUMBER	A/E	D.K. DO/BOK YU	DCI PACIFIC	(949) 475-1000	SAC	JESSICA GREVIN	COASTAL BUSINESS GROUP	(949) 336-1550	ZONING	JESSICA GREVIN	COASTAL BUSINESS GROUP	(949) 336-1550	RF	-	-	(562) 216-0159	CONST	RON VANDERWAL	BECHTEL COMMUNICATIONS	(714) 343-0931	LL/OWNER	-	CITY OF CAMARILLO	(805) 288-5373
	NAME/CONTACT	COMPANY	NUMBER																													
A/E	D.K. DO/BOK YU	DCI PACIFIC	(949) 475-1000																													
SAC	JESSICA GREVIN	COASTAL BUSINESS GROUP	(949) 336-1550																													
ZONING	JESSICA GREVIN	COASTAL BUSINESS GROUP	(949) 336-1550																													
RF	-	-	(562) 216-0159																													
CONST	RON VANDERWAL	BECHTEL COMMUNICATIONS	(714) 343-0931																													
LL/OWNER	-	CITY OF CAMARILLO	(805) 288-5373																													

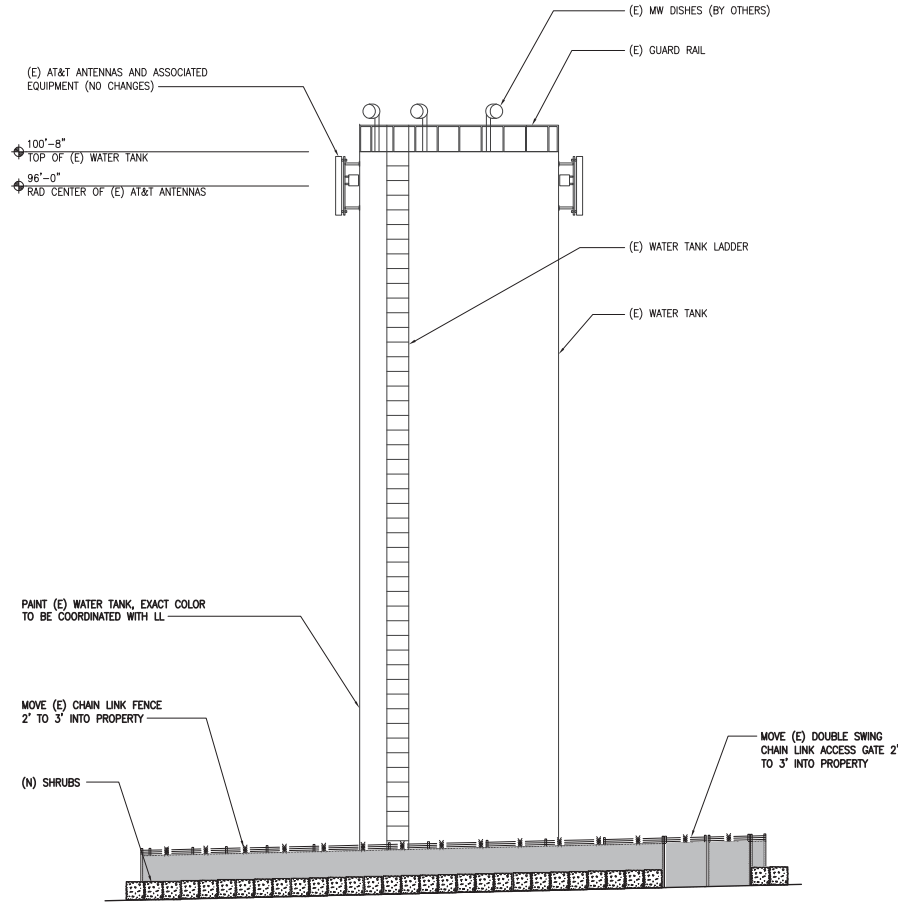
DCI PACIFIC A/E/C WORKS <small>ARCHITECTURE ENGINEERING CONSULTING 24 EXECUTIVE PARK SUITE 170 IRVINE CA 92614</small>	SBOV09 CAMARILLO WATER TANK 2021 GRAND VIEW DRIVE CAMARILLO, CA 93010	 1452 EDINGER AVENUE, 3RD FLOOR TUSTIN, CA 92780	<table><tr><td>0</td><td>06/02/23</td><td>ISSUED FOR ZONING PERMIT</td><td>FV</td><td>BOK</td><td>DKO</td></tr><tr><td>A</td><td>05/21/21</td><td>ISSUED FOR 2D REVIEW AND COMMENTS</td><td>FV</td><td>BOK</td><td>DKO</td></tr><tr><td>NO.</td><td>DATE</td><td>REVISIONS</td><td>BY</td><td>CHK</td><td>APP'D</td></tr><tr><td colspan="2">SCALE</td><td>AS SHOWN</td><td>DESIGNED</td><td colspan="2">DRAWN</td></tr></table>	0	06/02/23	ISSUED FOR ZONING PERMIT	FV	BOK	DKO	A	05/21/21	ISSUED FOR 2D REVIEW AND COMMENTS	FV	BOK	DKO	NO.	DATE	REVISIONS	BY	CHK	APP'D	SCALE		AS SHOWN	DESIGNED	DRAWN		 AT&T MOBILITY TUSTIN, CA TITLE SHEET <table><tr><td>JOB NO</td><td>DRAWING NUMBER</td><td>REV.</td></tr><tr><td></td><td>AA-SB0V09-T01</td><td>0</td></tr></table>	JOB NO	DRAWING NUMBER	REV.		AA-SB0V09-T01	0
0	06/02/23	ISSUED FOR ZONING PERMIT	FV	BOK	DKO																													
A	05/21/21	ISSUED FOR 2D REVIEW AND COMMENTS	FV	BOK	DKO																													
NO.	DATE	REVISIONS	BY	CHK	APP'D																													
SCALE		AS SHOWN	DESIGNED	DRAWN																														
JOB NO	DRAWING NUMBER	REV.																																
	AA-SB0V09-T01	0																																

COPYRIGHT: BECHTEL INFRASTRUCTURE AND POWER CORPORATION 2023. THIS ITEM CONTAINS CONFIDENTIAL INFORMATION PROPRIETARY TO BECHTEL INFRASTRUCTURE AND POWER CORPORATION THAT IS NOT TO BE USED, DISCLOSED, OR REPRODUCED IN ANY FORMAT BY ANY NON-BECHTEL PARTY WITHOUT BECHTEL'S PRIOR WRITTEN PERMISSION. NOTWITHSTANDING THE ABOVE, "AT&T MOBILITY" HAS THE RIGHT TO USE THE INFORMATION CONTAINED IN THIS DOCUMENT PURSUANT TO CONTRACT 25726 BETWEEN BECHTEL INFRASTRUCTURE AND POWER CORPORATION AND "AT&T MOBILITY". ALL RIGHTS RESERVED.



SITE PLAN				1																			
DCI PACIFIC A/E/C WORKS <small>ARCHITECTURE ENGINEERING CONSULTING 29 EXECUTIVE PARK SUITE 170 IRVINE CA 92614</small>	SBOV09 CAMARILLO WATER TANK 2021 GRAND VIEW DRIVE CAMARILLO, CA 93010	 1452 EDINGER AVENUE, 3RD FLOOR TUSTIN, CA 92780	<table border="1"><tr><td>0</td><td>06/02/23</td><td>ISSUED FOR ZONING PERMIT</td><td>FV</td><td>BOK</td><td>DKO</td></tr><tr><td>A</td><td>05/21/21</td><td>ISSUED FOR ZD REVIEW AND COMMENTS</td><td>FV</td><td>BOK</td><td>DKO</td></tr><tr><td>NO.</td><td>DATE</td><td>REVISIONS</td><td>BY</td><td>CHK</td><td>APP'D</td></tr></table>	0	06/02/23	ISSUED FOR ZONING PERMIT	FV	BOK	DKO	A	05/21/21	ISSUED FOR ZD REVIEW AND COMMENTS	FV	BOK	DKO	NO.	DATE	REVISIONS	BY	CHK	APP'D		AT&T MOBILITY TUSTIN, CA SITE PLAN JOB NO. _____ DRAWING NUMBER _____ AA-SBOV09-A01
0	06/02/23	ISSUED FOR ZONING PERMIT	FV	BOK	DKO																		
A	05/21/21	ISSUED FOR ZD REVIEW AND COMMENTS	FV	BOK	DKO																		
NO.	DATE	REVISIONS	BY	CHK	APP'D																		
					REV. 0																		

COPYRIGHT: BECHTEL INFRASTRUCTURE AND POWER CORPORATION 2023. THIS ITEM CONTAINS CONFIDENTIAL INFORMATION PROPRIETARY TO BECHTEL INFRASTRUCTURE AND POWER CORPORATION THAT IS NOT TO BE USED, DISCLOSED, OR REPRODUCED IN ANY FORMAT BY ANY NON-BECHTEL PARTY WITHOUT BECHTEL'S PRIOR WRITTEN PERMISSION. NOTWITHSTANDING THE ABOVE, "AT&T MOBILITY" HAS THE RIGHT TO USE THE INFORMATION CONTAINED IN THIS DOCUMENT PURSUANT TO CONTRACT 25736 BETWEEN BECHTEL INFRASTRUCTURE AND POWER CORPORATION AND "AT&T MOBILITY". ALL RIGHTS RESERVED.



SOUTH ELEVATION

DCI PACIFIC
A|E|C WORKS

ARCHITECTURE | ENGINEERING | CONSULTING
24 EXECUTIVE PARK | SUITE 170
IRVINE | CA 92614

SBOV09
CAMARILLO WATER TANK

2021 GRAND VIEW DRIVE
CAMARILLO, CA 93010



1452 EDINGER AVENUE, 3RD FLOOR
TUSTIN, CA 92780

0	06/02/23	ISSUED FOR ZONING PERMIT	FV	BOK	DKD
A	05/21/21	ISSUED FOR ZD REVIEW AND COMMENTS	FV	BOK	DKD
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE	AS SHOWN	DESIGNED			DRAWN



AT&T MOBILITY
TUSTIN, CA

ELEVATION

JOB NO	DRAWING NUMBER	REV.
	AA-SBOV09-A02	0

SCALE: 1/8"=1'-0" 1

EXHIBIT C

INSURANCE

1. **General Requirements.** Licensee must carry and maintain in effect during the term of this Agreement the following types of insurance with coverage listed and subject to the applicable additional requirements set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$1,000,000 / \$2,000,000 Aggregate
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements

2. **Insurance Rating.** All insurance required to maintained by Licensee must be issued by companies eligible to conduct insurance business in the State of California by the Department of Insurance and must have a rating of A- or better and Financial Size Category Class VII or better by the latest edition of A.M. Best's Key Rating Guide.
3. **Commercial General Liability Insurance.** This policy must meet or exceed the requirements of Insurance Services Office (ISO) CGL Form No. CG 00 01 and must be provided on a per occurrence basis for bodily injury, personal and advertising injury, and property damage. The policy must include contractual liability. The insurance must be on an "occurrence" not a "claims-made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. The insurance must include a **waiver of subrogation** applicable to the insurance or self-insurance, a **primary and non-contributory endorsement**, and an **additional insured endorsement as respects to this Agreement**, all in favor of the City, its officers, employees, and agents.

The policy must not contain any endorsements limiting coverage beyond the basic policy coverage for any of the following:

1. Explosion, collapse or underground hazard (XCU);
 2. Products and completed operations;
 3. Pollution liability; or
 4. Contractual liability.
4. **Business Auto Coverage.** This policy must be at least as broad as ISO Business Auto Coverage Form CA 00 01, covering bodily injury and property damage for all activities of the Licensee arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount stated above per combined single limit for each accident. The insurance must include a **waiver of subrogation** applicable to the insurance or self-insurance, a **primary and non-contributory endorsement**, and an **additional insured endorsement as respects to this Agreement**, all in favor of City, its officers, employees, and agents. If Licensee neither leases nor owns vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above.

5. **Workers Compensation.** If Licensee has any employees, Licensee must maintain workers' compensation insurance (statutory limits) and employer's liability insurance (with limits of \$1,000,000). Such insurance must include a **waiver of subrogation** applicable to the insurance or self-insurance in favor of City, its officers, employees, and agents.
6. **Excess or Umbrella Liability Insurance.** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. The policy must "follow form" to the underlying primary policies. Coverage must be applicable to all insureds under the primary policies. The insurance must include a **waiver of subrogation** applicable to the insurance or self-insurance, a **primary and non-contributory endorsement**, and an **additional insured endorsement as respects to this Agreement**, all in favor of City, its officers, employees, and agents. Licensee may use any combination of primary and excess insurance to meet the total limits required.
7. **Deductibles and Self-Insured Retention.** Licensee or Licensee's parent company shall be responsible for payment of all deductibles, self-insured retentions or related costs.
8. **Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies.** Prior to commencing any services under this Agreement, Licensee must file with the City certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement. These certificates of insurance and endorsements must be on ACORD form or Licensee form for self-insurance. Licensee must maintain current certificates and endorsements on file with City during the term of this Agreement reflecting the existence of all required insurance. The Licensee shall provide at least 30 days' prior written notice to City of cancellation or nonrenewal of any required coverage that is not replaced (except for nonpayment for which a 10-day notice is required). The delivery to City of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the City's right to require compliance.
9. **Failure to Maintain Required Insurance.** If Licensee, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Licensee's expense and make a claim against the Licensee. Alternatively, City may terminate the Agreement.
10. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Licensee's indemnity obligations under this Agreement. Licensee acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the coverage and policy limits required.

11. **Right to Revise Insurance Specifications.** City reserves the right to change the amounts and types of insurance required by giving Licensee at least 90 days advance written notice of such change but not more than once every five (5) years prior written notice to Licensee to such amounts as shall then be customary in respect to comparable locations of the City.
12. **Timely Notice of Claims.** Licensee must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Licensee's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.